

OPTION AGREEMENT

Date: May ____, 2020

SELLERS: Summit Habitat for Humanity Inc.
P.O. Box 4330
Breckenridge, CO 80424

c/o

PURCHASER: Board of County Commissioners of Summit County, Colorado
P.O. Box 68
Breckenridge, CO 80424

c/o Jason Dietz
Summit County Housing Department
Jason.Dietz@summitcountyco.gov

(Collectively referred to as "**Purchaser**")

In consideration of the sum of \$100.00 (One hundred dollars) paid to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby gives and grants to Purchaser the exclusive option to purchase the following real estate in Summit County, Colorado, to wit:

UNIT 204 BLDG Q DILLON VALLEY EAST COND

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon in their present condition and free of encumbrances, except as herein provided (collectively the "Property")

If Purchaser decides to purchase the Property, Purchaser must notify Seller on or before **May 31, 2020** (Notification Date) which notice must be in writing and sent by fax, email with return receipt, registered or certified mail or delivered personally. Such notice shall be effective when mailed or delivered to Seller at the address set forth above. The total purchase price of the Property shall be \$277,500.00 which shall be paid as follows:

\$100.00 in the form of a check provided with this Option Agreement and as part payment of purchase price.

\$1500.00 in the form of a check, as an earnest money deposit and part payment of purchase price. Said earnest money payment will be deposited in escrow with Land Title Guarantee Company in Breckenridge, Colorado when purchase notice is given and shall be paid to Seller at the time of closing.

\$275,900 plus closing costs customarily split equally between Seller and Purchaser; to be paid by Purchaser at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds)

If the Option is not exercised on or before the Notification Date, the option money paid hereunder will not be refunded to the Purchaser, but shall be retained by the Seller, and all obligations of both the Purchaser and the Seller arising under this Option Agreement shall terminate.

In the event the option is exercised, the Property will be transferred and the closing will take place upon the following terms and conditions:

1. Seller will furnish to Purchaser, at Seller's expense, a current commitment for owner's title insurance policy in an amount equal to the purchase price on or before seven (7) days after Purchaser notifies Seller of its intent to purchase the Property. Copies of all documents referred to in the title commitment shall be provided to Purchaser, at Purchaser's cost, along with the commitment. Purchaser shall have the right to inspect the title commitment and provide Seller written notice of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents within 60 days of notice of intent to purchase. If any unsatisfactory title condition is not corrected prior to closing, then Purchaser shall have the option to terminate this contract in whole or in part as to any such unsatisfactory condition on a pro rata basis as well as demand and receive the return of all monies paid pertaining thereto.
2. Seller will furnish, at Seller's expense, an ALTA title insurance policy to Purchaser at closing or as soon thereafter as possible pursuant to the title commitment accepted by Purchaser. Such title policy shall have owner's extended coverage (title insurance with standard exceptions deleted and including gap coverage) at Seller's expense, provided, however, this paragraph shall not require Seller to procure a new survey of the Property.
3. The date of closing shall be on or before **August 1, 2020**. The location, date and time of closing shall be designated by Seller and Purchaser upon mutual agreement. The title company's costs of performing the closing shall be split equally between Purchaser and Seller.
4. Buyer shall have the right to extend the date of closing by two months to be on or before October 1, 2020 for an additional \$1000.00 extension fee that shall be deducted from the purchase price.
5. Upon notification of intent to purchase, Seller shall allow and provide Buyer, its agents, employees, and contractors access to market and show the unit to prospective buyers. Seller and Buyer shall cooperate to enable Buyer to access the unit in a manner acceptable to both Seller and Buyer.
6. Seller shall convey merchantable title to the Property by a good and sufficient special warranty deed, free and clear of all taxes and encumbrances, except as provided for in Paragraph 7 below. If title is not merchantable, or if the Property should be damaged prior to closing, the Purchaser may elect to demand and receive the return of all monies paid hereunder. In the event Purchaser demands and receives the return of all monies paid hereunder pursuant to this paragraph number 6, all obligations of both Purchaser and Seller as set forth in this Option Agreement shall terminate.
7. Purchaser and Seller both represent that they are not a party to a contract which requires the payment of any real estate commission upon sale of the Property to Purchaser.
8. At the time of closing on the Property, Seller shall warrant that the Property is free and clear of any liens, encumbrances and other matters, except for easements, rights-of-way, restrictions and mineral

reservations accepted by Purchaser pursuant to Paragraph 2 above, and except for taxes and assessments for the year of closing. Taxes, as determined by the current levy and assessment, assessments, and all pre-paid items shall be apportioned to the date of closing when the deed and possession of the Property shall be delivered to Purchase:

9. At Closing, Seller shall deliver the Property to Purchaser free of any and all leases, possessory interests, licenses, or other tenancies. Prior to Closing, Purchaser shall terminate any existing leases affecting the Property and, unless Purchaser approves the continuation of a possessory right of such tenants and/or residents, Seller shall exercise all rights available by law to remove such tenants and/or residents from the Property.
10. In the event of a default hereunder by Purchaser, all obligations of both Purchaser and Seller arising under this Option Agreement shall terminate and Seller shall be entitled to keep the option money without accounting to Purchaser therefore, and if the option to purchase has been exercised by Purchaser and the Earnest Money has been deposited in escrow, the title company holding such escrow shall deliver such Earnest Money to Seller and Seller shall be entitled to keep and retain such Earnest Money without accounting to Purchaser therefore. In the event Seller defaults under the terms and conditions hereof, Purchaser may demand and receive the return of the option money and earnest money paid hereunder, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to an action for specific performance of this contract. In the event a civil action is filed regarding the terms of this contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees.
11. This option proposal shall expire unless accepted in writing by Seller, as evidenced by Seller's signature below, and Purchaser receives notice of such acceptance on or before **May 15, 2020**. Signatures by telefax and scanned email are acceptable for all purposes. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.
12. Purchaser's remedy for any such unsatisfactory condition that arises during Property inspection, title inspection, or otherwise that is not cured by Seller shall be the termination of this Option Agreement as provided for herein.

PURCHASER

Board of County Commissioners of Summit County, Colorado

By: _____
Scott Vargo, County Manager

STATE OF COLORADO)
)
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____,
2019, by Scott Vargo, as County Manager of Summit County, Colorado.

My commission expires _____, _____. Witness my hand and official seal.

Notary Public

SELLER

By:

David R. Murray

STATE OF COLORADO)

County of SUMMIT)

The foregoing instrument was acknowledged before me this 14th day of May, ~~2019~~₂₀₂₀, by DAVID MURRAY.

My commission expires 3/20/2021, _____. Witness my hand and official seal.

Janeth Trahan
Notary Public



THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery.** Seller's failure to disclose a known material defect may result in legal liability. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this Disclosure or not. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: The Contract to Buy and Sell Real Estate, not this Disclosure, determines whether an item is included or excluded; if there is an inconsistency between this Disclosure and the Contract, the Contract controls.

Date: 5/8/2020
 Property Address: Q204 Dillon Valley East Condominiums, Dillon, CO 80498
 Seller: Summit Habitat for Humanity
 * Year Built: early 1970's

I. IMPROVEMENTS

A.	STRUCTURAL CONDITIONS If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Structural problems	<input type="checkbox"/>	
2	Moisture and/or water problems	<input type="checkbox"/>	
3	Damage due to termites, other insects, birds, animals or rodents	<input type="checkbox"/>	
4	Damage due to hail, wind, fire, flood or other casualty	<input type="checkbox"/>	
5	Cracks, heaving or settling problems	<input type="checkbox"/>	
6	Exterior wall or window problems	<input type="checkbox"/>	
7	Exterior Artificial Stucco (EIFS)	<input type="checkbox"/>	
8		<input type="checkbox"/>	
9		<input type="checkbox"/>	

B.	ROOF If you know of any of the following problems EVER EXISTING check the "Yes" column:	Yes	Comments
1	Roof leak	<input type="checkbox"/>	
2	Damage to roof	<input type="checkbox"/>	
3	Skylight problems	<input type="checkbox"/>	
4	Gutter or downspout problems	<input type="checkbox"/>	
5	Other roof problems	<input type="checkbox"/>	
6		<input type="checkbox"/>	
7		<input type="checkbox"/>	

B-1.	ROOF – Other Information Do you know of the following on the Property:	Yes	Comments
1	Roof under warranty until _____ Transferable _____	<input type="checkbox"/>	
2	Roof work done while under current roof warranty	<input type="checkbox"/>	
3	Roof material: _____ Age _____	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

C.	APPLIANCES If you know of any problems NOW EXISTING with the following check the “Yes” column:	Yes	Age If Known	Comments
1	Built-in vacuum system & accessories	<input type="checkbox"/>		
2	Clothes dryer	<input type="checkbox"/>		
3	Clothes washer	<input type="checkbox"/>		
4	Dishwasher	<input type="checkbox"/>		
5	Disposal	<input type="checkbox"/>		
6	Freezer	<input type="checkbox"/>		
7	Gas grill	<input type="checkbox"/>		
8	Hood	<input type="checkbox"/>		
9	Microwave oven	<input type="checkbox"/>		
10	Oven	<input type="checkbox"/>		
11	Range	<input type="checkbox"/>		
12	Refrigerator	<input type="checkbox"/>		
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
15	Trash compactor	<input type="checkbox"/>		
16		<input type="checkbox"/>		
17		<input type="checkbox"/>		

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following check the “Yes” column:	Yes	Age If Known	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input type="checkbox"/>		
4	Light fixtures	<input type="checkbox"/>		
5	Switches & outlets	<input type="checkbox"/>		
6	Electrical Service	<input type="checkbox"/>		
7	Telecommunications (T1, fiber, cable, satellite)	<input type="checkbox"/>		
8	Inside telephone wiring & blocks/jacks	<input type="checkbox"/>		
9	Ceiling fans	<input type="checkbox"/>		
10	Garage door opener and remote control	<input type="checkbox"/>		
11	Intercom/doorbell	<input type="checkbox"/>		
12	In-wall speakers	<input type="checkbox"/>		
13		<input type="checkbox"/>		
14		<input type="checkbox"/>		

D-1.	ELECTRICAL & TELECOMMUNICATIONS – Other Information: Do you know of the following on the Property:	Yes	Age If Known	Comments
1	220 volt service	<input checked="" type="checkbox"/>		<i>Kitchen Range</i>
2	Landscape lighting	<input type="checkbox"/>		
3	Aluminum wiring at the outlets (110)	<input type="checkbox"/>		
4	Electrical Service: Amps <u>2 150?</u>	<input type="checkbox"/>		
5	Garage door control(s) # _____	<input type="checkbox"/>		
6		<input type="checkbox"/>		
7		<input type="checkbox"/>		

E.	MECHANICAL If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
1	Overhead doors (including garage doors)	<input type="checkbox"/>		
2	Entry gate system	<input type="checkbox"/>		
3	Elevator	<input type="checkbox"/>		
4		<input type="checkbox"/>		
5		<input type="checkbox"/>		

F.	VENTILATION, AIR, HEAT If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Age If Known	Comments
1	Heating system	<input type="checkbox"/>		
2	Air conditioning:	<input type="checkbox"/>		
	Evaporative cooler	<input type="checkbox"/>		
	Window units	<input type="checkbox"/>		
	Central	<input type="checkbox"/>		
3	Attic/whole house fan	<input type="checkbox"/>		
4	Vent fans	<input type="checkbox"/>		
5	Humidifier	<input type="checkbox"/>		
6	Air purifier	<input type="checkbox"/>		
7	Fireplace	<input type="checkbox"/>		
8	Fireplace insert	<input type="checkbox"/>		
9	Heating Stove	<input type="checkbox"/>		
10	Fuel tanks	<input type="checkbox"/>		
11		<input type="checkbox"/>		
12		<input type="checkbox"/>		

F-1.	VENTILATION, AIR, HEAT – Other Information: Do you know of the following on the Property:	Comments
1	Heating system (including furnace): Type _____ Fuel _____ Type _____ Fuel _____	
2	Fireplace: Type <u>Free standing</u> Fuel <u>Wood</u>	
3	Fireplace insert	
4	Heating Stove: Type _____ Fuel _____	

5	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know	
6	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	
* 7	Radiant heating system: <input checked="" type="checkbox"/> Interior <input type="checkbox"/> Exterior Type <u>hot water</u>	
8		
9		

G.	WATER If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Water system (including lines and water pressure)	<input type="checkbox"/>	
2	Water heater(s)	<input type="checkbox"/>	
3	Water filter system	<input type="checkbox"/>	
4	Water softener	<input type="checkbox"/>	
5	Well	<input type="checkbox"/>	
6	Water system pump	<input type="checkbox"/>	
7	Sauna	<input type="checkbox"/>	
8	Hot tub or spa	<input type="checkbox"/>	
9	Steam room/shower	<input type="checkbox"/>	
10	Pool	<input type="checkbox"/>	
11	Underground sprinkler system	<input type="checkbox"/>	
12	Fire sprinkler system	<input type="checkbox"/>	
13	Backflow prevention device	<input type="checkbox"/>	
14	Irrigation system	<input type="checkbox"/>	
15	Irrigation pump	<input type="checkbox"/>	
16		<input type="checkbox"/>	
17		<input type="checkbox"/>	

G-1.	WATER – Other Information: Do you know of the following on the Property:	Yes	Age If Known	Comments
* 1	Water heater: Number of _____ Fuel type <u>gas</u> Capacity _____	<input checked="" type="checkbox"/>		<u>Shared and owned by HOA</u>
2	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
3	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>		
4	Well metered	<input type="checkbox"/>		
5	Well – Date of last inspection _____	<input type="checkbox"/>		
6	Galvanized pipe	<input type="checkbox"/>		
7	Polybutylene pipe	<input type="checkbox"/>		
8		<input type="checkbox"/>		
9		<input type="checkbox"/>		

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	Type of water supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.

* The **Water Provider** for the Property can be contacted at:
 Name: Dillon Valley HOA Address: _____
 Web Site: _____ Phone No.: _____
☐ There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____
SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

I.	SEWER If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Sewage system (including sewer lines)	<input checked="" type="checkbox"/>	
2	Lift station (sewage ejector pump)	<input type="checkbox"/>	
3	Sump pump(s) # of _____	<input type="checkbox"/>	
4	Gray water storage/use	<input type="checkbox"/>	
5		<input type="checkbox"/>	

I-1.	SEWER – Other Information: Do you know of the following on the Property:
1	Type of sanitary sewer service: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
2	If a septic system, date latest Individual Use Permit issued: _____
3	If a septic system, date of latest Inspection: _____
4	If a septic system, date of latest Pumping: _____
5	
6	

J.	FLOODING AND DRAINAGE If you know of any problems EVER EXISTING with the following on the Property check the "Yes" column:	Yes	Comments
1	Flooding or drainage	<input type="checkbox"/>	
2		<input type="checkbox"/>	

J-1.	DRAINAGE AND RETENTION PONDS – Other Information Do you know of the following on the Property:	Yes	Comments
1	Drainage, retention ponds	<input type="checkbox"/>	
2		<input type="checkbox"/>	

K.	OTHER DISCLOSURES – IMPROVEMENTS If you know of any problems NOW EXISTING with the following check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment	<input type="checkbox"/>	
2	Stains on carpet	<input type="checkbox"/>	
3	Floors and sub-floors	<input type="checkbox"/>	
4		<input type="checkbox"/>	
5		<input type="checkbox"/>	

II. GENERAL

L.	USE, ZONING & LEGAL ISSUES If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use	<input type="checkbox"/>	
2	Notice or threat of condemnation proceedings	<input type="checkbox"/>	
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved	<input type="checkbox"/>	
4	Notice of zoning action related to the Property	<input type="checkbox"/>	
5	Building code, city or county violations	<input type="checkbox"/>	
6	Violation of restrictive covenants or owners' association rules or regulations	<input type="checkbox"/>	
7	Any building or improvements constructed within the past one year from this Date without approval by the owner's association or its designated approving body	<input type="checkbox"/>	
8	Any additions or alterations made	<input type="checkbox"/>	
9	Other legal action	<input type="checkbox"/>	
10		<input type="checkbox"/>	
11		<input type="checkbox"/>	

M.	ACCESS & PARKING If you know of any of the following EVER EXISTING check the "Yes" column:	Yes	Comments
1	Any access problems	<input type="checkbox"/>	
2	Roads, trails, paths or driveways through the Property used by others	<input checked="" type="checkbox"/>	
3	Public highway or county road bordering the Property	<input checked="" type="checkbox"/>	
4	Any proposed or existing transportation project that affects or is expected to affect the Property	<input type="checkbox"/>	
5	Encroachments, boundary disputes or unrecorded easements	<input type="checkbox"/>	
6	Shared or common areas with adjoining properties	<input checked="" type="checkbox"/>	
7	Requirements for curb, gravel/paving, landscaping	<input type="checkbox"/>	
8		<input type="checkbox"/>	
9		<input type="checkbox"/>	

N.	ENVIRONMENTAL CONDITIONS If you know of any of the following EVER EXISTING on any part of the Property check the "Yes" column:	Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products	<input type="checkbox"/>	
2	Underground storage tanks	<input type="checkbox"/>	
3	Aboveground storage tanks	<input type="checkbox"/>	
4	Underground transmission lines	<input type="checkbox"/>	
5	Animals kept in the residence	<input type="checkbox"/>	
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill	<input type="checkbox"/>	

7	Monitoring wells or test equipment	<input type="checkbox"/>	
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property	<input type="checkbox"/>	
9	Mine shafts, tunnels or abandoned wells on the Property	<input type="checkbox"/>	
10	Within governmentally designated geological hazard or sensitive area	<input type="checkbox"/>	
11	Within governmentally designated flood plain or wetland area	<input type="checkbox"/>	
12	Dead, diseased or infested trees or shrubs	<input type="checkbox"/>	
13	Environmental assessments, studies or reports done involving the physical condition of the Property	<input type="checkbox"/>	
14	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells	<input type="checkbox"/>	
15	Tobacco smoke in interior of improvements of Property	<input type="checkbox"/>	
16	Other environmental problems	<input type="checkbox"/>	
17		<input type="checkbox"/>	
18		<input type="checkbox"/>	

O.	COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY If you know of any of the following NOW EXISTING check the “Yes” column:	Yes	Comments
1	Property is part of an owners’ association	<input checked="" type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners’ association but not yet implemented	<input type="checkbox"/>	
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller’s Property or unit)	<input type="checkbox"/>	
4	Problems or defects in the Common Elements or Limited Common Elements of the Association Property	<input type="checkbox"/>	
5		<input type="checkbox"/>	
6		<input type="checkbox"/>	

P.	OTHER DISCLOSURES – GENERAL If you know of any of the following NOW EXISTING check the “Yes” column:	Yes	Comments
1	Any part of the Property leased to others (written or oral)	<input checked="" type="checkbox"/>	Part of a condominium building
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property	<input type="checkbox"/>	
3	Any property insurance claim submitted (whether paid or not)	<input type="checkbox"/>	
4	Structural, architectural and engineering plans and/or specifications for any existing improvements	<input type="checkbox"/>	
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards	<input type="checkbox"/>	
6	Government special improvements approved, but not yet installed, that may become a lien against the Property	<input type="checkbox"/>	
7	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property	<input type="checkbox"/>	
8		<input type="checkbox"/>	
9		<input type="checkbox"/>	

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This Disclosure is not intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

The information contained in this Disclosure has been furnished by Seller, who certifies it was answered truthfully, based on Seller's **CURRENT ACTUAL KNOWLEDGE.**

David R. McNeely 5/8/20
Seller Date
for Summit Habitat for Humanity

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
 - a. the physical condition of the Property;
 - b. the presence of mold or other biological hazards;
 - c. the presence of rodents, insects and vermin including termites;
 - d. the legal use of the Property and legal access to the Property;
 - e. the availability and source of water, sewer, and utilities;
 - f. the environmental and geological condition of the Property;
 - g. the presence of noxious weeds; and
 - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer receipts for a copy of this Disclosure.

Buyer Date Buyer Date